

Minera Panamá, S.A.

R.U.C. No. 46505-96-303869

A subsidiary of First Quantum Minerals Ltd

REGISTERED OFFICE:

Torre de las Americas, Torre A, Piso 21
Punta Pacifica, Panamá City
Panamá

Tel: +507 294 5700

Fax: +507 294 5701

E-mail: info@minerapanama.com

AUSTRALIAN OFFICE:

First Quantum Minerals (Australia) Pty Limited
Level 1, 24 Outram Street,
West Perth WA 6005, AUSTRALIA

Tel: +61 8 9346 0100

Fascimile: +61 8 9226 2522

E-mail: Perth.Reception@fqml.com

COBRE PANAMA PROJECT

PURCHASE ORDER No:1824 - 610044

REQ No: 116302

DATE: 12-Apr-2017

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LUIS VARCACIA S.A. LA LOCERIA DUPLEX 4 AVENIDA JUAN PABLO II CIUDAD DE PANAMÁ, PANAMÁ REPÚBLICA DE PANAMÁ Attn.: Diana Mayor E-mail:ventas@varcacia.com	Consign To: Minera Panamá, S.A. Cobre Panamá Project Penonome, Panamá
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Tel. :+507 - 236-4747

Fax:

DELIVERY DATE:

21-APR-2017

DELIVERY POINT:

DAP MINE SITE

TERMS OF PAYMENT:

NET 30 DAYS AFTER DELIVERY

SEND INVOICE TO:

MINERA PANAMÁ, S.A.
TORRE DE LAS AMERICAS, TORRE A, PISO 21
PUNTA PACIFICA, CIUDAD DE PANAMÁ
PANAMÁ

MAINTENANCE

Line	Quantity	UOM	Description	Unit Price	Total Price
1	1300	EA	MANTENIMIENTO 1300 EXTINTORES MAINTENANCE 1300 EXTINGUISHERS Orden abierta por el costo total del mantenimiento de los 1300 extintores, si hay unidades que no requieren mantenimiento no se facturaran. Cualquier gasto adicional como CO2, polvo químico, etc. se facturará contra adicional contra otra Orden de ser necesario. Generally as per quote # 25-3 dated 25th March 2017	14.50	18,850.00
TOTAL PURCHASE PRICE (EXCL. VAT)				USD	18,850.00

We hereby confirm our understanding and acceptance of this Purchase Order in its entirety

Authorized Signature of Supplier

Signed for and on behalf of
Minera Panamá S.A.

Authorized Signature:

CARLOS VELASCO

SITE PROCUREMENT MANAGER

1.0 COMMUNICATIONS

All communications relating to this Purchase Order must include the Project Name, Purchase Order Number and Purchase Order Title. Supplier shall direct all communications relating to this Purchase Order to:

Minera Panama S.A.
Torre de las Americas
Torre A, piso 21
Attn: Daniel Díaz
Tel: +507 294-5760
Fax: +507 297-5701
E-mail: Daniel.DiazHerrera@fqml.com

All invoices MUST be submitted to MineraPanamaAP@fqml.com and contain complete banking details to allow electronic funds transfer. Invoices received without this information may experience a delay in payment.

2.0 ORDER ACCEPTANCE

The Supplier shall provide their understanding and acceptance of the Purchase Order by signing on the front page of this document in the space provided and returning a copy of the Purchase Order within seven (7) days of receipt. Failure to return this form may delay implementation of payment procedures. Acknowledgement by facsimile or e-mail is acceptable

STANDARD CONDITIONS OF PURCHASE (MINOR)**1.0 DEFINITIONS**

- 1.1 **Purchaser:** Minera Panamá S.A., R.U.C. No. 46505-96-303869
- 1.2 **Supplier:** The party to whom the Purchase Order is addressed
- 1.3 **Sub-Suppliers:** Suppliers or subcontractors of materials, equipment and services to Supplier in connection with the Goods to be supplied hereunder.
- 1.4 **Purchase Order:** The Purchase Order and all documents including these Standard Conditions of Purchase incorporated by reference therein.
- 1.5 **Goods:** The machinery, plant equipment, apparatus, materials or services of all kinds to be supplied in accordance with the Purchase Order.
- 1.6 **Purchase Price:** The price of all Goods to be supplied in accordance with the Purchase Order which shall include all costs and charges to the Delivery Point but shall exclude (unless otherwise stated) any taxes or duties.
- 1.7 **Delivery Date:** The date stipulated in the Purchase Order for the delivery of Goods in accordance with the terms and conditions of the Purchase Order.
- 1.8 **Delivery Point:** The place stipulated in the Purchase Order for delivery of the Goods (the legal point of sale).

2.0 CONTRACT

The Purchase Order shall form the entire agreement between Purchaser and Supplier and supersedes all previous communications and negotiations. No terms stated by the Supplier in accepting or acknowledging the Purchase Order or in the performance of the Purchase Order or the invoicing of the Goods shall be binding upon the Purchaser unless accepted in writing by the Purchaser.

3.0 LAW APPLICABLE

- 3.1 Purchaser and Supplier accept and agree to submit to the exclusive jurisdiction of the courts of the State of Western Australia as the proper law of the Contract.
The Supplier shall conform with the provisions of all laws (federal, state or municipal) in any way affecting or applicable to the execution of the Purchase Order and shall obtain all permits, licences and give all notice required to be given and shall pay all fees, deposits and taxes in connection therewith.

4.0 INFRINGEMENTS

- 4.1 The Supplier warrants that the sale or use of the Goods will not infringe or contribute to the infringement of any patents, trademarks or copyrights in any or all countries.
The Supplier shall indemnify the Purchaser against any loss or damage (including legal fees and other costs of defending an action) arising from breach of this warranty.

5.0 ASSIGNMENTS

- 5.1 The Supplier accepts that no part of this Purchase Order or liabilities thereunder or benefit derived therefrom shall be subcontracted, ceded or assigned to third parties without the prior written consent of the Purchaser (which may be withheld) and then only under such conditions as the Purchaser may impose.
- 5.2 The Purchaser may, at its sole discretion, assign and/or novate the Purchase Order to an associated corporate entity at any time without requiring the approval of the Supplier.

6.0 CONFIDENTIAL INFORMATION

- 6.1 Supplier shall keep secret and confidential (except to Sub-suppliers accepting a like obligation of secrecy and confidentiality, and then only to the extent necessary for the performance of the Purchase Order) all information furnished by or on behalf of the Purchaser in connection with the Purchase Order. Information furnished by the Supplier to the Purchaser and/or Engineer will be treated by the Purchaser and/or Engineer with the same obligation.

7.0 INSURANCE

- 7.1 Unless otherwise specified in the Purchase Order, the Supplier shall insure all Goods to their full insurable value to the Delivery Point and keep them insured against all insurable risks until the Goods are received and accepted by the Purchaser at the Delivery Point.

8.0 WARRANTY

- 8.1 The Supplier warrants that the Goods supplied under this Purchase Order shall be new, fit for the purpose intended and of merchantable quality and shall warrant all Goods supplied against faulty design, workmanship and materials and be free from defects for a period of twelve (12) months after delivery of the Goods to the Purchaser's nominated Delivery Point.

9.0 PACKING, MARKING AND SHIPPING

- 9.1 The Goods shall be suitably packed, protected, marked and shipped as specified in the Purchase Order.
- 9.2 Hazardous materials must be packaged, documented and marked in compliance with all applicable regulations.

10.0 DELIVERY

- 10.1 All charges for packing including packing materials and labour shall be included in the Purchase Price and all packing materials shall become the property of the Purchaser.
- 10.2 The risk in the Goods lies with the Supplier until the Goods are properly delivered to the Purchaser at the nominated Delivery Point.
- 10.3 The Supplier warrants that it has and will deliver to the Purchaser, full and clear title to all Goods furnished by the Supplier in performance of the Purchase Order.
- 10.4 The property in any Goods supplied by the Supplier shall pass to the Purchaser upon full payment therefor by or on behalf of the Purchaser.

11.0 PAYMENT TERMS

- 11.1 Payment shall be made in full after all the requirements of the Purchase Order have been completed to Purchaser's satisfaction and Purchaser will pay Supplier within the prescribed time from receipt of Supplier's original invoice.
- 11.2 Payment may be delayed in the event of late receipt of invoices or for invoices submitted with errors and/or omissions or where the Supplier submits an invoice which exceeds the total Purchase Order. Such delays shall not jeopardise any other rights the Purchaser may be entitled to under the contract.

12.0 TAXES

- 12.1 All prices and unit rates in the Purchase Order and any subsequent variations thereto shall not include any Value Added Tax (VAT), Goods and Services Tax (GST) or Withholding Tax (WHT) or any other tax.